

No. 9/7/86-6Lab./3833,—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Mahesh Wood Products, Khewra Bahalgarh (Sonepat) :—

BEFORE SHRI B.P. JINDAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK  
Reference No. 104 of 84

between

SHRI NARESH KUMAR, WORKMAN AND THE MANAGEMENT OF M/S. MAHESH  
WOOD PRODUCTS, KHEWRA BAHALGARH (SONEPAT).

Present :—

Shri R.S. Lakra, A.R. for the workman.  
Shri S. Kaushal, A.R. for the management.

#### AWARD

1. In exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana, referred the following dispute, between the workman Shri Naresh Kumar and the management of M/s. Mahesh Wood Products, Khewra Bahalgarh (Sonepat), to this court, for adjudication,—vide Haryana Govt. Gazette Notification No. 23391—96, dated 29th June, 1984 :—

Whether the termination of services of Shri Naresh Kumar is justified and in order ? If not, to what relief is he entitled ?

2. After receipt of the order of reference, notices were issued to the parties. The parties appeared. The case of the petitioner is that he was employed with the respondent as a Fitter on monthly wages of Rs. 520 and all through his work and conduct was satisfactory and that one Niranjana, workman was retrenched by the employers, who repeatedly requested the management to employ him again and asked the petitioner to bring Niranjana to the factory, so that he could be employed again, at which, Niranjana was taken to the factory, which offended the management and so, the management forcibly procured his resignation and also abused him. It is further alleged that the management forcibly procured from him a writing that his resignation be accepted within 24 hours, which was not done by the management and against this the workman lodged a report with the police and in this way, it is alleged that the management unlawfully terminated his services on 2nd July, 1983, at which, he repeatedly requested the management to accommodate him and was put off on one pretext or the other and ultimately on 8th July, 1983, the management asked him to sign certain blank papers, which he did under the illusion that he shall be kept in service but again the management went on putting his off under one pretext or the other. So, he has claimed reinstatement with continuity of service and full back wages.

3. In the reply filed by the respondent, the refrain is that the petitioner resigned of his own on 2nd June, 1983 and desired that his accounts be settled within 24 hours, though the management accepted his resignation after one month, i.e. 2nd July, 1984 and paid him all his dues—vide letter number 10th July, 1983 which was despatched to the petitioner along with cheque number 445732 for a sum of Rs. 3297—89. The respondent has denied that the resignation of the petitioner was procured under coercion and that the petitioner refused the cheque sent to him, but ultimately turned up in the factory on 22nd July, 1985 and himself collected his dues along with the dues of his brother Shri Prem Sukh, who was also employed with the respondent. On these grounds, it is alleged that since services of the petitioner were never terminated, the present dispute is not referable to the Labour Court under section 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act).

4. On the pleadings of the parties, the following issues were settled for decision by me on 12th November, 1984:—

(1) Whether the termination of services of Shri Naresh Kumar is justified and in order ? If not, to what relief is he entitled ?

(2) Whether the workman has since fully and finally settled his accounts with the respondent ?

5. The petitioner appeared as his own witness as WW-1 and the management examined Shri Sanjeev Sone, its Manager as MW-1.

6. Learned Authorised Representatives of the parties heard.

Issue No. 1—

7. On behalf of the respondent it was contended that since the petitioner resigned of his own on 2nd June, 1983 which was accepted on 2nd July, 1983, so, the present dispute is not referable to the Labour Court under section 2-A of the said Act. The reference made to the Labour Court is confined to the justifiability or otherwise of the order of termination. Though, I am not bound to go into the factum of alleged resignation by the petitioner on 2nd June 1983 but still, I shall briefly touch upon the evidence adduced by the respondent to prove the same. The petitioner admitted his signatures upon resignation letter, photo copy of which is Ex. M-1. The



same is in the hand of the petitioner. It is dated 2nd June, 1983. The petitioner also admitted his signatures upon the payment vouchers Ex. M-4 to M-14. The plea of the petitioner is that his resignation was procured under coercion and that a report was made by him in that behalf to the police. Nothing has been brought on record to prove that any report was made by the petitioner to the police in that behalf. Furthermore to explain his signatures upon the payment vouchers, the petitioner alleged when he appeared in the Court as WW-1 that he has procured a loan of Rs. 50,000-00 for the respondent from one Shri Manphool Singh of his village and that account of that loan was settled on 8th July, 1983, on which occasion, the respondent obtained his signatures on many blank documents. If the loan was taken by the respondent from one Shri Manphool Singh, there was no question of the respondent obtaining the signatures of the petitioner on blank papers. No such plea was taken by the petitioner in the demand notice raised with the Labour Department, copy of which, received along with the order of reference or in the Claim Statement filed in the Court. It seems that this plea in the court is an afterthought to explain a way the signatures of the petitioner on the payment vouchers Ex. M-4 to M-14. So, the plea of the petitioner that his signatures were procured by force is not tenable.

8. As already observed that this Court was not bound to dispose of the plea of resignation put forth by the respondent or the other points raised by the petitioner during the course of trial of the reference, because the law is settled that this Court cannot travel beyond the terms of reference which are confined to the justifiability or the otherwise of the alleged order of termination, which incidentally, as per the plea of the respondent was never passed. The question of resignation raised by the respondent cannot be said to be a matter incidental or auxiliary to the terms of reference. The same is absolutely alien and divorced from the alleged plea of termination, regarding which, a reference has been made to the Labour Court. I am fortified in my views from the observations made in Division Bench of the authority of the Hon'ble High Court of Bombay reported in 1984 II LLN 297 *Sita Ram Vishnu Shirodhkar and Administrator, Government of Goa and others*. In this authority their Lordships of the Bombay High Court relied upon a full bench authority of the Hon'ble High Court of Delhi reported in 1982 II LLN 762 *India Tourism Development Corporation, New Delhi vs. Delhi Administration, Delhi and others*. Other authorities on this point which can be quoted with advantage are 1985 Lab. I. C. 480 *Rajasthan State Road Transport Corporation and others vs. The Judge, Industrial Tribunal, Rajasthan Jaipur and others*, 1981 Lab. I.C. 1110 *Firestone Tyre & Rubber Co. of India (P) Ltd vs. The workmen employed represented by Firestone Tyre Employees Union*.

9. So, there is no escape from the conclusion that this Court cannot travel beyond the terms of reference, which are confined to the justifiability or otherwise of the alleged order of termination. This Court is constrained to observe that references are being made to this court by the Government of Haryana in a mechanical and perfunctory manner without applying its mind to the plea of the parties, which they take during the conciliation proceedings. In the present case, the respondent has placed on record Ex. M-17 a reply, which, was filed by it with the Labour-cum-Conciliation Officer, Sonapat to the demand notice raised by the petitioner. In this reply also, the respondent put forth the plea of resignation by the petitioner. Even then, the reference made to this Court is simpliciter of alleged termination by the respondent. Under these circumstances, there is no difficulty in holding that there was no termination of services of the petitioner and that the petitioner resigned of his own and that no proper reference has been made to the Labour Court and as such, this reference is bad in law.

#### Issue No. 2—

10. While deciding issue number 1, I have briefly touched upon the evidence adduced by the respondent to prove that the petitioner has since fully and finally settled his accounts with the respondent. Payment vouchers are M-4 to M-14. This plea need not be disposed of, because the same is not germane for the disposal of the reference in hand.

11. Under these circumstances, this reference is bad in law. The petitioner is not entitled to any relief. The reference is answered and returned accordingly with no order as to cost.

B. P. JINDAL,

Dated 3rd April, 1986.

Presiding Officer,  
Labour Court, Rohtak,  
Camp Court, Hissar.

Endstt. No. 104-84/591, dated 21st April 1986

Forwarded (four copies) to the Secretary to Government Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

B. P. JINDAL,  
Presiding Officer,  
Labour Court, Rohtak,  
Camp Court, Hissar.